## Complimentary Epicurean Market Special Passes and Event Food & Beverage vouchers

## **TERMS AND CONDITIONS**

- 1. The Promotion will take place from 17 July to 30 July 2017, while stocks last.
- 2. All registered Sands Rewards LifeStyle ("SRL") members who are in good standing (each, a "Member" and collectively, "Members") are eligible to participate.
- 3. This Promotion is only available to SRL Members who use their Sands Rewards membership cards and utilize Cash/NETS/Credit Card/Rewards Dollars as the mode of payment at participating Marina Bay Sands F&B outlets as set below. Transactions paid via "split payments" (i.e. partially paid by cash and partially paid by Rewards Dollars redemption) will not qualify for the Promotion.

Participating F&B Outlets
ADRIFT
Bread Street Kitchen
Club 55 Cheese & Chocolate Buffet
CUT
db Bistro & Oyster Bar
Pizzeria Mozza
Osteria Mozza
Spago
SweetSpot
The Bird
RISE Restaurant & Lounge
Waku Ghin

- 4. During the Promotion period, members will receive:
  - a) 1 pair of Epicurean Market "Special Admission" tickets for every minimum spend of \$200 at participating Marina Bay Sands F&B Outlets set above ("Promotion A").
    - 1 pair of Epicurean Market "Special Admission" tickets & \$20 Epicurean Market voucher for every minimum spend of \$300 at participating Marina Bay Sands F&B Outlets set above ("Promotion B").

Each member is limited to redeeming 3 pairs of Epicurean Market "Special Admission" tickets & 3 x \$20 worth of Epicurean F&B vouchers in aggregate, throughout the whole of the Promotion period, whether via Promotion A or Promotion B.

- 5. Each member is limited to 1 redemption per day, up to a maximum of 3 redemptions from 17 July to 30 July 2017.
- 6. "Special Admission" tickets and vouchers must be redeemed in person by presenting eligible membership card at Sands Rewards LifeStyle Counter Level B1 (Above Sampan Rides) or Level B2 (Near Skating Rink) by 11 Aug 2017, 2pm. Uncollected vouchers by the stipulated date will be forfeited.
- 7. Epicurean Market F&B vouchers Terms and Conditions are as follows:
  - i. Vouchers are only valid for F&B spending at Epicurean Market 2017 between 11 13 August 2017.
  - ii. Purchases of goods/services using vouchers are not eligible for refund, exchanges or returns.
  - iii. No refund will be made to SRL members for unused amounts of the Vouchers.
  - iv. Vouchers cannot be used to purchase Epicurean Market admission tickets.

- v. Vouchers have no cash value, are not exchangeable for cash and cannot be used for payment of gratuities.
- vi. No Destination Dollars can be earned with Vouchers redemption.
- 8. Epicurean Market "Special" Admission Ticket Terms and Conditions are as follows:
  - i. Special Admission Ticket is only valid for entry on 11 August 2017, before 4pm. Strictly no entry after 4pm.
  - ii. Re-entry is strictly disallowed
  - iii. Strictly not to be resold; any resold tickets will be invalidated and no refunds or replacements will be issued for such invalidated tickets.
- Transaction(s) made on different day(s) prior to or after the Promotion period will not be eligible to qualify for the Promotion.
- 10. Members who do not meet the Promotion criteria will not be eligible to receive the Epicurean Market "Special Admission" tickets nor Vouchers.
- 11. MBS reserves all rights to terminate this Promotion, or adjust the structure of the Promotion at its sole and absolute discretion.

## General:

- 12. All registered Sands Rewards LifeStyle ("SRL") members in good standing are eligible to participate. Only Members in possession of membership cards with their names and photographs printed on the card will be able to participate in the Promotion.
- 13. The 'Special Admission' tickets and Vouchers may not be sold or used for any commercial purpose, including but not limited to any use for which the Member would be entitled to collect fees or receive any remuneration.
- 14. Vouchers may be redeemed for services, products or other items (together "Products") at participating booths including those operated by third parties at the Epicurean Market 2017. MBS is not an agent of the merchants supplying the Products. MBS will not accept contractual, torts or any other kind of liability in respect of any Products supplied by third party merchants. MBS makes no representation or warranty as to the quality, design, specifications, condition or performance of the such Products and assumes no liability or responsibility for the acts or omissions of the relevant merchants or any non-performance or defects in the Products supplied by third party merchants. Accordingly, MBS will not be responsible or liable for any death, injury, damage or loss suffered by any SRL member or any third party or any of their property which is caused directly or indirectly by any of the Products provided by third party merchants to SRL members. Any dispute about the quality, condition or performance of the Products supplied by third parties is to be resolved directly between the applicant and the relevant merchant. The third party booth operators are not a participant in, or sponsor of, the Promotion.
- 15. Marina Bay Sands ("MBS") is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate or other loss, (b) theft or destruction of or unauthorised access to or alterations of entry materials, or for technical, hardware, software failures of any kind, (c) lost or unavailable connections, or delayed computer transmissions, whether caused by MBS, users, or by any of the equipment or programming associated with or utilised in the Promotion or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent an applicant's ability to participate in the Promotion, or (d) any loss of opportunity to participate in the Promotion for any reason whatsoever.
- 16. The following parties are not eligible to participate in this Promotion: (i) advertising agencies and affiliates of MBS; (ii) employees of MBS tenanted retailers managing transactions; and (iii) employees of MBS and their immediate family members. It shall be the duty of employees of MBS to inform their immediate family members that they are not eligible to participate in this Promotion.

- 17. By participating in this Promotion, each Member consents to the use of his/her name and/or likeness for promotional purposes without compensation by MBS.
- 18. The Promotion and all Terms and Conditions will be governed by Singapore law and participants agree to submit to the exclusive jurisdiction of the Singapore courts.
- 19. A person who is not party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or these Terms and Conditions.
- 20. Members agree to MBS collecting, using, disclosing and/or handling their personal data in accordance with the prevailing MBS' privacy policy as stated on http://www.marinabaysands.com/policy.html. By participating in the Promotion, the Member, at any time, without any fee or other form of compensation for an unlimited period of time:
  - a. Grants MBS permission for his/her entry to be published on MBS' websites, in print materials, radio broadcasts, and displayed on MBS' Facebook Page, Instagram, Twitter or any other social media pages.
  - b. Grants MBS permission to use his/her name and other personal details, photographs, videotapes or any likeness of him/her, for feedback, promotional, advertising, marketing and/or publicity purposes and to have his/her submitted name posted on MBS' websites, in print materials, radio broadcasts, displayed on MBS' Facebook Page, Twitter or any other social media pages and/or used by MBS.
- 21. Members agree that they are compliant with and agree to the Promotion's Terms & Conditions as well as the Terms & Conditions of Sands Rewards LifeStyle Programme. The Promotion Terms and Conditions are to be read in conjunction with the Terms and Conditions of Sands Rewards LifeStyle Programme ("Other Terms"). In the event of any inconsistency between these terms and the Other Terms, these terms prevail only to the extent of such inconsistency. Applicants who fail to comply with any of the Terms and Conditions may have their privileges under this Promotion forfeited.
- 22. MBS may revise, alter or delete any part of the Promotion and may revise, alter or delete any Terms and Conditions at any time without prior notice. Any Members found cheating will be disqualified from the Promotion and rendered ineligible for the Epicurean Market Voucher. MBS reserves the right to disqualify Members from the Promotion for fraud, manipulation or other related issues, including providing false information (such as fake account(s), personas or photos) or for deliberately withholding information.
- 23. MBS reserves all rights in relation to the Promotion, including but not limited to the right to postpone, temporarily halt, or terminate this Promotion, or adjust the structure, type and distribution of the Promotion at its sole and absolute discretion. MBS shall not be held liable for (i) any delay in performing or partial or total failure to perform any of their obligations to the Members under these Terms and Conditions if such delay or failure is caused by circumstances beyond the reasonable control of MBS, its respective divisions, affiliates, authorised dealers/distributors, agents, including without limitation delays, changes, disruptions, cancellations, diversions or substitutions howsoever caused including without limitation as a result of war, terrorist action or threatened terrorist action, strikes, hostilities, civil commotions, accidents, fire, flood or natural catastrophes. MBS shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Promotion. MBS is under no obligation to exploit the Promotion in any media.
- 24. MBS has the right to final interpretation of these Terms and Conditions. Members who fail to comply with any of the Terms and Conditions will have their privileges under this Promotion for feited.
- 25. Each Member agrees to release, discharge, and hold harmless MBS, its parent companies, affiliates, directors, officers, employees or agents from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of an entry, participation in the Promotion, and/or the use of the Member's provided details and/or likeness in connection with the Promotion, or the promotion thereof in all media now known or hereafter devised. By participating in the promotion or accepting and/or using the prizes, the Member agrees that MBS shall not be responsible, and that no claim relating to any losses

- or injuries (including special, indirect and consequential losses) shall be asserted against MBS, its parent companies, affiliates, directors, officers, employees or agents for any and all losses, damages, rights, claims and actions of any kind resulting from or related to the Member's participation or inability to participate in this Promotion or the use, misuse or inability to use the Prize or any portion thereof, including without limitation, personal injuries, death and property damage.
- 26. Member shall indemnify MBS against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which MBS may suffer or incur or which may be made, instituted or asserted against MBS arising out of or by reason of negligent acts, omissions, fraud, wilful misconduct, or a breach of obligations, covenants, representations or warranties by the member in connection with this Promotion.
- 27. The Chinese version of the Terms and Conditions are only provided for reference. In the event of conflict between the Chinese and English version of the Terms and Conditions, the English version shall prevail.